

ARTICLE 7

UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

To the extent that attendance for Union business does not substantially and adversely interfere with the Employer's operation, properly designated Union Representatives, regardless of shift assignment, shall be allowed time off without pay for legitimate Union business such as Union meetings, Union Executive Board Meetings, local, state or area-wide Union committee meetings, State or International AFSCME or AFL-CIO conventions. The Local Union shall designate to the Appointing Authority in writing the person who is authorized to notify the Employer which employees are entitled to attend such meetings. This authorized person shall notify the Agency designee, no later than one (1) pay period prior to the start of the pay period during which such time off is requested, of the names of persons who are authorized to attend. Such notification shall be presented to the Agency designee in writing. Requests under this Section shall not be denied solely on the basis of timeliness. For the purposes of this Article, the Agency designee shall be identified at the first Labor-Management Meeting following ratification of this Agreement. The designee(s) shall be readily available for receipt of requests by Bargaining Unit members and shall forward such requests to the appropriate Employer representative for decision.

No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave/comp time, pursuant to these provisions, unless notified by the authorized designated representative as provided above. The employee may utilize any accumulated time (compensatory, annual; compensatory time shall be used before annual, unless the employee is at the annual leave "cap") in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record. When the employee elects to utilize annual leave credits/comp time, the employee may "buy back" such credits without limitation or restriction subject to the following regulations:

1. Employees shall be permitted annual leave/comp time absence from work for such Union business up to a maximum of their accrued credits.
2. Employees may reinstate such expended credits by cash payment to the Department at the rate the employee was earning when the annual leave/comp time was used. The employee shall forward to the Appointing Authority the net amount of refund (gross salary less employee's federal, state and city withholding tax deductions, and social security tax) as

computed by the Appointing Authority. This provision shall be administered in compliance with applicable tax statutes.

3. The employee shall be allowed to exercise the option of reinstating annual leave/comp time not more than once in each fiscal quarter of the fiscal year. Annual leave/comp time used in one fiscal year must be bought back no later than October 15 of the following fiscal year. Employees may buy back annual leave/comp time which they anticipate using prior to its usage only for conventions or schools in early fall.
4. Whenever the Union serves written notice of its intent to buy back annual leave during each designated interval of time, the Employer shall serve written notice to the Union within fourteen (14) calendar days as to the amount owed. The Union's notice shall indicate the number of hours which will be bought back by each employee, the dates involved, and the names of the employees. The Employer's notice shall indicate the amount owed by each employee. Upon receipt of such buy back, the annual leave/comp time shall be credited to the employee's annual/comp time accrual balance immediately. The increased annual/comp time balance will be reflected on employee's paycheck stubs in the same manner as regular leave balances and accruals.
5. Employees who use compensatory time for Union business may buy it back subject to the same conditions indicated above for annual leave.
6. The time frames for reinstating annual leave/comp time in the Department of Education shall remain in effect unless altered by secondary negotiations.

Section B. Loss of Benefits.

Employees who have been granted leave without pay shall not continue to earn annual and sick leave and length of service credits for the time spent in authorized Union activities except as indicated in Article 12. The parties agree to minimize time lost from work. Time off for Union business shall not be counted in the equalization of the overtime process.

Section C. Executive Board of Council 25.

Council 25 will furnish to the Office of the State Employer in writing the names, Departments and local Union affiliation of elected members of the Council Executive Board within five (5) days after the election of such members to the Executive Board. Notification of any changes in membership of the

Executive Board shall be made in writing to the Office of the State Employer within five (5) days after such change.

Duly elected members of the Executive Board of Council 25 (not to exceed a total of two (2) from this bargaining unit) of whose election the Employer has been properly notified shall be granted administrative leave from the bank established in Section D. to attend meetings of the Executive Board not to exceed four (4) each fiscal year. Such time off shall not exceed two (2) workdays for each member per meeting. Except as may be mutually agreed to locally on a case by case basis, such member(s) shall individually furnish his/her immediate supervisor, no later than one (1) pay period prior to the start of the pay period during which such time off is requested, written notice of his/her intention to attend such meeting.

Section D. Administrative Leave Bank.

The Employer shall make every reasonable effort to allow employees in this unit designated in accordance with the provisions below to be permitted time off without loss of pay during scheduled working hours to attend Union conventions, Union coordinating committees, Union education functions, Union schools, and/or conferences, or other authorized Union functions subject to the following conditions:

1. An Administrative Leave Bank is established based on 300 hours of Administrative Leave for each 1,000 employees. Such bank shall be computed and established on the basis of the number of employees in the Bargaining Unit at the end of the first pay period in January of each calendar year. In addition to the above referenced bank, each Local shall receive an additional thirty two (32) hours of Administrative Leave on an annual basis.
2. Such Administrative Leave Bank shall be allocated to Locals of jurisdiction in the Departments having employees in this unit in proportion to the number of employees employed by such Departments.
3. Such Administrative Leave may be carried forward from the year in which it was granted to other years.
4. Such Administrative Leave shall normally be granted in four (4) hour increments provided that the four (4) hour period must be either at the beginning or at the end of the employee's shift.

Section E. Union Conventions, Schools and Conferences.

Duly elected Union delegates to annual conventions of AFSCME Council 25, the Michigan State AFL-CIO Convention and the biennial convention of AFSCME, AFL-CIO, or their alternates, but not to exceed five (5) employees from any Agency shall be granted time off, without loss of pay or benefits (except that shift differential shall not be paid), to attend such conventions in accordance with Section D, Administrative Leave Bank or in accordance with Section A. 1-5 above. Representatives designated by the Union shall also be authorized time off, without loss of pay, to attend Union training seminars, Union schools, or Union conferences in accordance with Section D, Administrative Leave Bank or Section A. 1-5 above.

The Local Union shall designate to the Appointing Authority in writing the person who is authorized to notify the Employer which employees are entitled to such time off. This authorized designated representative shall provide, no later than one (1) pay period prior to the start of the pay period, written notification to the Agency Personnel Officer that such employees are entitled to attend such meetings. Requests under this Section shall not be denied solely on the basis of timeliness.

No employee shall be entitled to be released and the Appointing Authority is under no obligation to grant such time off without loss of pay pursuant to these provisions, unless notified by the authorized designated representative as provided above.

Where an employee wishes to attend a Union convention as listed above, and the employee requests in writing a change in schedule with another employee capable of performing the work, the appropriate supervisor will make a reasonable effort to approve the voluntary change of schedule between the two employees providing such a change does not result in overtime.

Section F. Union Leave/Leave for Union Office.

If any Union representative(s) spends more than five hundred twenty (520) hours in a fiscal year (beginning October 1 of each year) in representation activities, on administrative leave, he/she shall be placed on "Union leave" by the Employer. Such employees shall be relieved of all work duties for the remainder of the fiscal year and the Union shall reimburse the State for the gross total cost of such employee(s) wages and the Employer's cost of all fringe benefits for the five hundred twenty (520) hours and for the time the employee is on Union leave.

The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave. Placing an employee on Union leave shall constitute an acknowledgment that the employee is to be considered as an employee of the Union during the leave. Should an Administrative Board or court rule otherwise, the Local Union shall indemnify and hold the Employer harmless from any Workers' Compensation claim by that employee arising during or as a result of the Union leave. Such employee shall have the same rights of access as a Council 25 staff representative.

The Employer shall grant requests for leaves of absence to employees in this Unit upon written request of AFSCME Council 25 and upon written request of the employee, subject to the following limitations:

- a. The written request of the Council shall be made to the employee's Appointing Authority and shall indicate the purpose of the requested leave of absence.
- b. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with either AFSCME Council 25 or the International, the request shall state what the office is, the term of such office and its expiration date. This leave shall cover the period from the initial date of election or appointment through the expiration of the first full term of office.
- c. If the requested leave of absence is for the purpose of permitting the employee to serve as a staff representative for either AFSCME Council 25, or the International, such leave shall be for a minimum of three (3) months, but shall not exceed three (3) years. Thereafter, the employee shall notify the Appointing Authority on an annual basis of his/her desire to continue on leave.
- d. The Employer is not obligated to grant such leaves of absence for more than two (2) employees from any one work location. In the Department of Human Services no more than one (1) employee from any work location other than Maxey shall be granted such leave.
- e. For employees on a Union leave of absence, the Union may elect one of the following options:
 - (1) In the event the Employer does not make retirement contributions on behalf of employees on union leave, the Union retains the right to make such contributions unless prohibited by law; or

- (2) The union shall reimburse the state for the gross total cost of such employee's wages and the Employer's cost of all fringe benefits. The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave.

Such employee shall be considered as an employee of the Union during the leave. Should an administrative board or court rule otherwise, the Union shall indemnify and hold the employer harmless from any Workers' Compensation claims by that employee arising during or as a result of the Union leave of absence.

Section G. Local President's Administrative Leave.

The parties agree to establish an Administrative Leave Bank of 2912 hours once each Fiscal Year commencing 10-1-2001 to be allocated and utilized as indicated below.

1. This bank shall be for use by the Local Union President or designee of the Local Union to provide for contract administration activities. Council 25 shall provide, in writing, a list of those Locals and Presidents who are entitled to use this bank prior to any use of these hours.
2. The time shall be used in minimum of four (4) hour increments with no more than eight hours (or the equivalent of one regularly scheduled shift for representatives on a modified work schedule) to be used in any one pay period subject to the limit of 208 hours per Local per year. In Departments where Local Union Presidents work less than 26 pay periods per year, the Local Union President shall be allowed to utilize up to sixteen (16) hours of president's leave only for the first second full pay period of the school year. No more than one Union Representative shall use hours from this Bank on a given day.
3. Scheduling the employee's release on this time will be in accordance with written agreements reached in Agency Labor-Management meetings or in accordance with written agreements reached between the Local Union President and Appointing Authority or designee.
4. Time not used in each year of the contract may not be carried over into the next year.
5. This time is intended to be used to resolve problems and to further a mature labor-management relationship. It is not intended to be used by the Local Union President for representation activities in work areas. If the

time is used to meet with employees, such employees shall not be on work time.

At the beginning of each fiscal year the Union shall allocate these hours among the Locals.